

## Section II Production

### Appendix 10.4

#### Specimen Letter – Request for Early Partial Release of Contractor's Holdback

\_\_\_\_\_(HUD ORCF Construction Manager)\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: \_\_\_\_\_(Project Name)\_\_\_\_\_

\_\_\_\_\_(Project Location)\_\_\_\_\_

Project No. \_\_\_\_\_

Dear:

We request that you authorize release of \$\_\_\_\_\_, of the contractor's retainage at this time. Current holdback through Requisition No.\_\_\_\_\_, is \$ \_\_\_\_\_, minus the requested release, leaves \$\_\_\_\_\_ as undisbursed holdback, which equals \_\_\_\_\_ percent of the contract amount. We also request that no further holdback be retained from future amounts due the contractor. The following certifications are provided as a basis for your favorable determination.

The undersigned hereby certify in regard to subject project, that to the best of our knowledge the following are true statements:

1. The contractor, \_\_\_\_\_, has no identity of interest as defined by the Construction Contract, except that the contractor has a \_\_\_\_\_ percent ownership interest in the project.
2. *Actual* project completion is \_\_\_\_\_ percent, and *scheduled* completion is \_\_\_\_\_ percent.
3. There is no noncompliant work or other exceptions, including: stop orders, other sanctions, or warning to impose sanctions against the contract work, or the contractor in regard to the contract work, by any controlling authority.
4. There is no violation of the Davis-Bacon and Related Acts, no claim for nonpayment by any mechanic, subcontractor, supplier and/or Borrower, no dispute regarding under or nonpayment, nor payment more than 30 days past due, except:

- \_\_\_\_\_.
5. There is no claim for damage arising from the performance of the contract.
  6. The contractor's performance has been timely and responsive throughout the construction period.
  7. The surety, \_\_\_\_\_ (where applicable, Surety Name, otherwise omit item) \_\_\_\_\_, has given its consent for the early release of the contractor's retainage, as requested herein. The surety's consent and power of attorney for the authorizing agent are attached hereto.

\_\_\_\_\_ (Contractor) \_\_\_\_\_      \_\_\_\_\_ (Borrower) \_\_\_\_\_

By \_\_\_\_\_      By \_\_\_\_\_

\_\_\_\_\_ (Title) \_\_\_\_\_      \_\_\_\_\_ (Title) \_\_\_\_\_

\_\_\_\_\_      \_\_\_\_\_  
Date      Date

\_\_\_\_\_ (Mortgagee) \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_ (Title) \_\_\_\_\_

\_\_\_\_\_  
Date

**WARNING:** Title 18 U.S.C. 1001, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry, in any matter in the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years or both.